



1 proprietary, or private information for which special protection from public  
2 disclosure and from use for any purpose other than prosecuting this litigation may  
3 be warranted. Accordingly, the parties hereby stipulate to and petition the Court to  
4 enter the following Stipulated Protective Order. The parties acknowledge that this  
5 Order does not confer blanket protections on all disclosures or responses to  
6 discovery and that the protection it affords from public disclosure and use extends  
7 only to the limited information or items that are entitled to confidential treatment  
8 under the applicable legal principles. The parties further acknowledge, as set forth  
9 in Section 12.3, below, that this Stipulated Protective Order does not entitle them  
10 to file confidential information under seal; Civil Local Rule 79-5 sets forth the  
11 procedures that must be followed and the standards that will be applied when a  
12 party seeks permission from the court to file material under seal.

13 B. GOOD CAUSE STATEMENT

14 This action is likely to involve proprietary and confidential information for  
15 which special protection from public disclosure and from use for any purpose other  
16 than prosecution of this action is warranted. Such confidential and proprietary  
17 materials and information consist of, among other things, confidential business or  
18 financial information, information regarding confidential business practices, or  
19 other confidential research, development, or commercial information (including  
20 information implicating privacy rights of third parties), information otherwise  
21 generally unavailable to the public, or which may be privileged or otherwise  
22 protected from disclosure under state or federal statutes, court rules, case decisions,  
23 or common law. Accordingly, to expedite the flow of information, to facilitate the  
24 prompt resolution of disputes over confidentiality of discovery materials, to  
25 adequately protect information the parties are entitled to keep confidential, to  
26 ensure that the parties are permitted reasonably necessary uses of such material in  
27 preparation for and in the conduct of trial, to address their handling at the end of  
28 the litigation, and serve the ends of justice, a protective order for such information

1 is justified in this matter. It is the intent of the parties that information will not be  
2 designated as confidential for tactical reasons and that nothing be so designated  
3 without a good faith belief that it has been maintained in a confidential, non-public  
4 manner, and there is good cause why it should not be part of the public record of  
5 this case.

6 2. DEFINITIONS

7 2.1 Action: A.H., et al. v. County of Los Angeles, et al.,  
8 2:22-cv-03671-SB-ASx.

9 2.2 Challenging Party: A Party or Non-Party that challenges the  
10 designation of information or items under this Order.

11 2.3 “CONFIDENTIAL” Information or Items: Information (regardless  
12 of how it is generated, stored or maintained) or tangible things that a Designating  
13 Party believes is entitled to confidential treatment under Federal Rule of Civil  
14 Procedure 26(c), and as specified above in the Good Cause Statement.  
15 This also includes (1) any information copied or extracted from the Confidential  
16 information; (2) all copies, excerpts, summaries, abstracts or compilations of  
17 Confidential information; and (3) any testimony, conversations, or presentations  
18 that might reveal Confidential information.

19 2.4 Counsel: Outside Counsel of Record and House Counsel (as well as their  
20 support staff).

21 2.5 Designating Party: A Party or Non-Party that designates information  
22 or items that it produces in disclosures or in responses to discovery as  
23 “CONFIDENTIAL.”

24 2.6 Disclosure or Discovery Material: All items or information, regardless  
25 of the medium or manner in which it is generated, stored, or maintained (including,  
26 among other things, testimony, transcripts, and tangible things), that are produced  
27 or generated in disclosures or responses to discovery in this matter.

28 2.7 Expert: A person with specialized knowledge or experience in a matter

1 pertinent to the litigation who has been retained by a Party or its counsel to serve  
2 as an expert witness or as a consultant in this Action.

3 2.8 House Counsel: Attorneys who are employees of a party to this Action.  
4 House Counsel does not include Outside Counsel of Record or any other outside  
5 counsel.

6 2.9 Non-Party: Any natural person, partnership, corporation association, or  
7 other legal entity not named as a Party to this action.

8 2.10 Outside Counsel of Record: attorneys who are not employees of a party  
9 to this Action but are retained to represent or advise a party to this Action and have  
10 appeared in this Action on behalf of that party or are affiliated with a law firm  
11 which has appeared on behalf of that party, and includes support staff.

12 2.11 Party: any party to this Action, including all of its officers, directors,  
13 employees, consultants, retained experts, and Outside Counsel of Record (and their  
14 support staffs).

15 2.12 Producing Party: a Party or Non-Party that produces Disclosure or  
16 Discovery Material in this Action.

17 2.13 Professional Vendors: persons or entities that provide litigation support  
18 services (e.g., photocopying, videotaping, translating, preparing exhibits or  
19 demonstrations, and organizing, storing, or retrieving data in any form or medium)  
20 and their employees and subcontractors.

21 2.14 Protected Material: any Disclosure or Discovery Material that is  
22 designated as "CONFIDENTIAL."

23 2.15 Receiving Party: a Party that receives Disclosure or Discovery Material  
24 from a Producing Party.

25 3. SCOPE

26 The protections conferred by this Stipulation and Order cover not only  
27 Protected Material (as defined above), but also (1) any information copied or  
28 extracted from Protected Material; (2) all copies, excerpts, abstracts, summaries, or

1 compilations of Protected Material; and (3) any deposition testimony,  
2 conversations, or presentations by Parties or their Counsel that might reveal  
3 Protected Material.

4 Any use of Protected Material at trial shall be governed by the orders of the  
5 trial judge. This Order does not govern the use of Protected Material at trial.

6 4. DURATION

7 Once a case proceeds to trial, all of the information that was designated as  
8 confidential or maintained pursuant to this protective order becomes public and  
9 will be presumptively available to all members of the public, including the press,  
10 unless compelling reasons supported by specific factual findings to proceed  
11 otherwise are made to the trial judge in advance of the trial. See Kamakana v. City  
12 and County of Honolulu, 447 F.3d 1172, 1180-81 (9th (distinguishing “good  
13 cause” showing for sealing documents produced in discovery from “compelling  
14 reasons” standard when merits-related documents are part of court record).  
15 Accordingly, the terms of this protective order do not extend beyond the  
16 commencement of the trial.

17 5. DESIGNATED PROTECTED MATERIAL

18 5.1 Exercise of Restraint and Care in Designating Material for Protection.

19 Each Party or Non-Party that designates information or items for protection  
20 under this Order must take care to limit any such designation to specific material  
21 that qualifies under the appropriate standards. The Designating Party must  
22 designate for protection only those parts of material, documents, items or oral or  
23 written communications that qualify so that other portions of the material,  
24 documents, items or communications for which protection is not warranted are not  
25 swept unjustifiably within the ambit of this Order.

26 Mass, indiscriminate or routinized designations are prohibited. Designations  
27 that are shown to be clearly unjustified or that have been made for an improper  
28 purpose (e.g., to unnecessarily encumber the case development process or to

1 impose unnecessary expenses and burdens on other parties) may expose the  
2 Designating Party to sanctions.

3 If it comes to a Designating Party's attention that information or items that it  
4 designated for protection do not qualify for protection, that Designating Party must  
5 promptly notify all other Parties that it is withdrawing the inapplicable designation.

6 5.2 Manner and Timing of Designations.

7 Except as otherwise provided in this Order (see, e.g., second paragraph of  
8 section 5.2(a) below), or as otherwise stipulated or ordered, Disclosure or  
9 Discovery Material that qualifies for protection under this Order must be clearly so  
10 designated before the material is disclosed or produced.

11 Designation in conformity with this Order requires:

12 (a) for information in documentary form (e.g., paper or electronic  
13 documents, but excluding transcripts of depositions or other pretrial or trial  
14 proceedings), that the Producing Party affix at a minimum, the legend  
15 "CONFIDENTIAL" or words of a similar effect, and that includes the case name  
16 and case number (hereinafter "CONFIDENTIAL legend"), to each page that  
17 contains protected material. If only a portion of the material on a page qualifies for  
18 protection, the Producing Party also must clearly identify the protected portion(s)  
19 (e.g., by making appropriate markings in the margins).

20 A Party or Non-Party that makes original documents available for inspection  
21 need not designate them for protection until after the inspecting Party has indicated  
22 which documents it would like copied and produced. During the inspection and  
23 before the designation, all of the material made available for inspection shall be  
24 deemed "CONFIDENTIAL." After the inspecting Party has identified the  
25 documents it wants copied and produced, the Producing Party must determine  
26 which documents, or portions thereof, qualify for protection under this Order.  
27 Then, before producing the specified documents, the Producing Party must affix  
28 the "CONFIDENTIAL legend" to each page that contains Protected Material. If

only a portion of the material on a page qualifies for protection, the Producing Party also must clearly identify the protected portion(s) (e.g., by making appropriate markings in the margins).

(b) for testimony given in depositions that the Designating Party identifies the Disclosure or Discovery Material on the record, before the close of the deposition all protected testimony.

(c) for information produced in some form other than documentary and for any other tangible items, that the Producing Party affix in a prominent place on the exterior of the container or containers in which the information is stored the legend “CONFIDENTIAL.” If only a portion or portions of the information warrants protection, the Producing Party, to the extent practicable, shall identify the protected portion(s).

### 5.3 Inadvertent Failures to Designate.

If timely corrected, an inadvertent failure to designate qualified information or items does not, standing alone, waive the Designating Party’s right to secure protection under this Order for such material. Upon timely correction of an inadvertent failure to designate, the Receiving Party must make reasonable efforts to assure that the material is treated in accordance with the provisions of this Order.

## 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

6.1 Timing of Challenges. Any Party or Non-Party may challenge a designation of confidentiality at any time that is consistent with the Court’s Scheduling Order.

6.2 Meet and Confer. The Challenging Party shall initiate the information dispute resolution process set forth in the Court’s Procedures and Schedules. see <http://www.cacd.uscourts.gov/honorable-alka-sagar>

6.3 The burden of persuasion in any such challenge proceeding shall be on the Designating Party. Frivolous challenges, and those made for an improper



purpose (e.g., to harass or impose unnecessary expenses and burdens on other parties) may expose the Challenging Party to sanctions. Unless the Designating Party has waived or withdrawn the confidentiality designation, all parties shall continue to afford the material in question the level of protection to which it is entitled under the Producing Party's designation until the Court rules on the challenge.

## 7. ACCESS TO AND USE OF PROTECTED MATERIAL

7.1 Basic Principles. A Receiving Party may use Protected Material that is disclosed or produced by another Party or by a Non-Party in connection with this Action only for prosecuting, defending or attempting to settle this Action. Such Protected Material may be disclosed only to the categories of persons and under the conditions described in this Order. When the Action has been terminated, a Receiving Party must comply with the provisions of section 13 below (FINAL DISPOSITION).

Protected Material must be stored and maintained by a Receiving Party at a location and in a secure manner that ensures that access is limited to the persons authorized under this Order.

7.2 Disclosure of "CONFIDENTIAL" Information or Items. Unless otherwise ordered by the court or permitted in writing by the Designating Party, a Receiving Party may disclose any information or item designated "CONFIDENTIAL" only to:

(a) the Receiving Party's Outside Counsel of Record in this Action, as well as employees of said Outside Counsel of Record to whom it is reasonably necessary to disclose the information for this Action;

(b) the officers, directors, and employees (including House Counsel) of the Receiving Party to whom disclosure is reasonably necessary for this Action;

(c) Experts (as defined in this Order) of the Receiving Party to whom disclosure is reasonably necessary for this Action and who have signed the



1 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

2 (d) the court and its personnel;

3 (e) court reporters and their staff;

4 (f) professional jury or trial consultants, mock jurors, and Professional

5 Vendors to whom disclosure is reasonably necessary for this Action and who have  
6 signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

7 (g) the author or recipient of a document containing the information or a  
8 custodian or other person who otherwise possessed or knew the information;

9 (h) during their depositions, witnesses, and attorneys for witnesses, in the  
10 Action to whom disclosure is reasonably necessary provided: (1) the deposing  
11 party requests that the witness sign the form attached as Exhibit A hereto; and (2)  
12 they will not be permitted to keep any confidential information unless they sign the  
13 “Acknowledgment and Agreement to Be Bound” (Exhibit A), unless otherwise  
14 agreed by the Designating Party or ordered by the court. Pages of transcribed  
15 deposition testimony or exhibits to depositions that reveal Protected Material may  
16 be separately bound by the court reporter and may not be disclosed to anyone  
17 except as permitted under this Stipulated Protective Order;

18 (i) any mediator or settlement officer, and their supporting personnel,  
19 mutually agreed upon by any of the parties engaged in settlement discussions.  
20 discussions; and

21 (j) Plaintiffs Tiffany Hayes, A.H. and S.H., provided they have signed the  
22 “Acknowledgement and Agreement to Be Bound” (Exhibit A).

23 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED  
24 PRODUCED IN OTHER LITIGATION

25 If a Party is served with a subpoena or a court order issued in other litigation  
26 that compels disclosure of any information or items designated in this Action as  
27 “CONFIDENTIAL,” that Party must:

28 (a) promptly notify in writing the Designating Party. Such notification shall

1 include a copy of the subpoena or court order;

2 (b) promptly notify in writing the party who caused the subpoena or order to  
3 issue in the other litigation that some or all of the material covered by the subpoena  
4 or order is subject to this Protective Order. Such notification shall include a copy  
5 of this Stipulated Protective Order; and

6 (c) cooperate with respect to all reasonable procedures sought to be pursued  
7 by the Designating Party whose Protected Material may be affected. If the  
8 Designating Party timely seeks a protective order in the action in which the  
9 subpoena or order was issued, the Party served with the subpoena or court order  
10 shall not produce any information designated in this action as “CONFIDENTIAL”  
11 before a determination by the court from which the subpoena or order issued,  
12 unless the Party has obtained the Designating Party’s permission. The Designating  
13 Party shall bear the burden and expense of seeking protection in that court of its  
14 confidential material – and nothing in these provisions should be construed as  
15 authorizing or encouraging a Receiving Party in this action to disobey a lawful  
16 directive from another court.

17 9. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE  
18 PRODUCED IN THIS LITIGATION

19 (a) The terms of this Order are applicable to information produced by a Non-  
20 Party in this Action and designated as “CONFIDENTIAL.” Such information  
21 produced by Non-Parties in connection with this litigation is protected by the  
22 remedies and relief provided by this Order. Nothing in these provisions should be  
23 construed as prohibiting a Non-Party from seeking additional protections.

24 (b) In the event that a Party is required, by a valid discovery request, to  
25 produce a Non-Party’s confidential information in its possession, and the Party is  
26 subject to an agreement with the Non-Party not to produce the Non-Party’s  
27 confidential information, then the Party shall:

28 (1) promptly notify in writing the Requesting Party and the Non-Party that

1 some or all of the information requested is subject to a confidentiality agreement  
2 with a Non-Party;

3 (2) promptly provide the Non-Party with a copy of the Stipulated Protective  
4 Order in this Action, the relevant discovery request(s), and a reasonably specific  
5 description of the information requested; and

6 (3) make the information requested available for inspection by the Non-  
7 Party, if requested.

8 (c) If the Non-Party fails to seek a protective order from this court within 14  
9 days of receiving the notice and accompanying information, the Receiving Party  
10 may produce the Non-Party's confidential information responsive to the discovery  
11 request. If the Non-Party timely seeks a protective order, the Receiving Party shall  
12 not produce any information in its possession or control that is subject to the  
13 confidentiality agreement with the Non-Party before a determination by the court.  
14 Absent a court order to the contrary, the Non-Party shall bear the burden and  
15 expense of seeking protection in this court of its Protected Material.

#### 16 **10. UNAUTHORIZED DISCLOSURE OF PROTECTED** 17 **MATERIAL**

18 If a Receiving Party learns that, by inadvertence or otherwise, it has  
19 disclosed Protected Material to any person or in any circumstance not authorized  
20 under this Stipulated Protective Order, the Receiving Party must immediately (a)  
21 notify in writing the Designating Party of the unauthorized disclosures, (b) use its  
22 best efforts to retrieve all unauthorized copies of the Protected Material, (c) inform  
23 the person or persons to whom unauthorized disclosures were made of all the terms  
24 of this Order, and (d) request such person or persons to execute the  
25 "Acknowledgment and Agreement to Be Bound" that is attached hereto as Exhibit  
26 A.

#### 27 **11. INADVERTANT PRODUCTION OF PRIVILEGED OR** 28 **OTHERWISE PROTECTED MATERIAL**

1 When a Producing Party gives notice to Receiving Parties that certain  
2 inadvertently produced material is subject to a claim of privilege or other  
3 protection, the obligations of the Receiving Parties are those set forth in Federal  
4 Rule of Civil Procedure 26(b)(5)(B). This provision is not intended to modify  
5 whatever procedure may be established in an e-discovery order that provides for  
6 production without prior privilege review. Pursuant to Federal Rule of Evidence  
7 502(d) and (e), insofar as the parties reach an agreement on the effect of disclosure  
8 of a communication or information covered by the attorney-client privilege or  
9 work product protection, the parties may incorporate their agreement in the  
10 stipulated protective order submitted to the court.

11 12. MISCELLANEOUS

12 12.1 Right to Further Relief. Nothing in this Order abridges the right of any  
13 person to seek its modification by the Court in the future.

14 12.2 Right to Assert Other Objections. By stipulating to the entry of this  
15 Protective Order, no Party waives any right it otherwise would have to object to  
16 disclosing or producing any information or item on any ground not addressed in  
17 this Stipulated Protective Order. Similarly, no Party waives any right to object on  
18 any ground to use in evidence of any of the material covered by this Protective  
19 Order.

20 12.3 Filing Protected Material. A Party that seeks to file under seal any  
21 Protected Material must comply with Local Civil Rule 79-5. Protected Material  
22 may only be filed under seal pursuant to a court order authorizing the sealing of the  
23 specific Protected Material at issue. If a Party's request to file Protected Material  
24 under seal is denied by the court, then the Receiving Party may file the information  
25 in the public record unless otherwise instructed by the court.

26 13. FINAL DISPOSITION

27 After the final disposition of this Action, as defined in paragraph 4, within  
28 60 days of a written request by the Designating Party, each Receiving Party must

1 return all Protected Material to the Producing Party or destroy such material. As  
2 used in this subdivision, “all Protected Material” includes all copies, abstracts,  
3 compilations, summaries, and any other format reproducing or capturing any of the  
4 Protected Material. Whether the Protected Material is returned or destroyed, the  
5 Receiving Party must submit a written certification to the Producing Party (and, if  
6 not the same person or entity, to the Designating Party) by the 60 day deadline that  
7 (1) identifies (by category, where appropriate) all the Protected Material that was  
8 returned or destroyed and (2) affirms that the Receiving Party has not retained any  
9 copies, abstracts, compilations, summaries or any other format reproducing or  
10 capturing any of the Protected Material. Notwithstanding this provision, Counsel  
11 are entitled to retain an archival copy of all pleadings, motion papers, trial,  
12 deposition, and hearing transcripts, legal memoranda, correspondence, deposition  
13 and trial exhibits, expert reports, attorney work product, and consultant and expert  
14 work product, even if such materials contain Protected Material. Any such archival  
15 copies that contain or 28 constitute Protected Material remain subject to this  
16 Protective Order as set forth in Section 4 (DURATION).

17 14. Any violation of this Order may be punished by appropriate measures  
18 including, without limitation, contempt proceedings and/or monetary sanctions.  
19

20 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.  
21

22 DATED: October 12, 2022

LAW OFFICES OF DALE K. GALIPO

23  
24  
25 By: /s/ Eugenia Bagdassarian  
26 Eugenia Bagdassarian  
27 Dale K. Galipo  
28 Attorneys for Plaintiffs

1 DATED: October 12, 2022

CARPENTER, ROTHANS & DUMONT

2  
3  
4 By: /s/ Jill Williams  
5 Jill Williams  
6 Attorney for Defendant  
7 County of Los Angeles  
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10 FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.

11  
12 Dated: 10/13/2022

By: /s/  
13 HONORABLE ALKA SAGAR  
14 UNITED STATES MAGISTRATE JUDGE  
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EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I \_\_\_\_\_ [print or type full name] of \_\_\_\_\_ [print or type full address and telephone number] declare under penalty of perjury that I have read in its entirety and understand the Stipulated Protective Order that was issued by the United States District Court for the Central District of California on \_\_\_\_\_ in the case of A.H., et al. v. County of Los Angeles, et al., 2:22-cv-03671-SB-ASx. I agree to comply with and to be bound by all the terms of this Stipulated Protective Order and I understand and acknowledge that failure to so comply could expose me to sanctions and punishment in the nature of contempt. I solemnly promise that I will not disclose in any manner any information or item that is subject to this Stipulated Protective Order to any person or entity except in strict compliance with the provisions of this Order.

I further agree to submit to the jurisdiction of the United States District Court for the Central District of California for the purpose of enforcing the terms of this Stipulated Protective Order, even if such enforcement proceedings occur after termination of this action. I hereby appoint \_\_\_\_\_ [print or type full name] of \_\_\_\_\_ [print or type full address and telephone number] as my California agent for service of process in connection with this action or any proceedings related to enforcement of this Stipulated Protective Order.

Date: \_\_\_\_\_

City and State where sworn and signed: \_\_\_\_\_

Printed name: \_\_\_\_\_

Signature: \_\_\_\_\_